

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 4/12/2012

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Modification No. 2 to Agreement with Land Design Solutions, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to modify the agreement with Land Design Solutions, Inc. for Holmes Avenue and Washington Street Streetscape Improvements, Project No. 65-11-SP26, as adopted by Resolution No. 11-498 of July 14, 2011, and amended by Resolution No. 12-74 of January 26, 2012, by Modification No. 2

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This modification is to encompass professional fees for the extension of the Washington Streetscape Project approximately 500 ft. north of the Monroe Street intersection and changes to traffic and pedestrian signalization at the Holmes Avenue, Clinton Street and Monroe Street intersections for a total modification amount of \$27,589.85. An additional fifteen (15) calendar days added to contract completion. New end date: April 17, 2012. Account No. 23-6300-0811-8507

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 3/19/12

revised 3/12/2012

MS

ROUTING SLIP

CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **4/12/2012**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Modification #2**

Document Name: **Land Design-Holmes/Washington Streetscape; 65-11-SP26**

City Obligation Amount: **\$27,589.85**

Total Project Budget: **\$154,589.85**

Uncommitted Account Balance: **0**

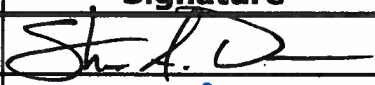


Account Number: **23-6300-0811-8507**

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name:
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Department	Signature	Date
1) Originating		3/19/12
2) Legal		3/26/12
3) Finance		3/28/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

RESOLUTION NO. 12-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to enter into Modification No. 2 to the Agreement with Land Design Solutions, Inc., adopted and approved on the 14th day of July, 2011, by the City Council of the City of Huntsville, Alabama by Resolution No. 11-498, and amended on the 26th day of January, 2012, by Resolution No. 12-74, as attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be and hereby is modified from ONE HUNDRED TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$127,000.00) to ONE HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-NINE AND .85/100 DOLLARS (\$154,589.85), including this Modification No. 2, an increase of TWENTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-NINE AND .85/100 DOLLARS (\$27,589.85). There are an additional fifteen (15) calendar days added to contract completion. New end date: April 17, 2012. Agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 2 to Agreement between City of Huntsville and Land Design Solutions, Inc. for Holmes Avenue and Washington Street Streetscape Improvements, Project No. 65-11-SP26, as adopted by Resolution No. 11-498 of July 14, 2011, and amended by Resolution No. 12-74 of January 26, 2012" consisting of a total of three (3) pages plus thirty-four (34) additional pages consisting of Attachment "A", "E-Verify Clause", and "Contractor's Affidavit and MOU" and the date of April 12, 2012 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of April, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 12th day of April, 2012.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)
Modification No. 2 to Agreement between
the City of Huntsville and Land Design
Solutions, Inc. for Holmes Avenue and
Washington Street Streetscape
Improvements, Project No. 65-11-SP26,
as adopted by Resolution No. 11-498 of July
14, 2011, and amended by Resolution No.
12-74 of January 26, 2012

THIS MODIFICATION TO AN AGREEMENT entered in on the 14th day of July, 2011, and amended on the 26th day of January, 2012, is hereby amended by Modification No. 2 dated April 12, 2012, by and between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama (Owner) and LAND DESIGN SOLUTIONS, INC., (ENGINEER).

WITNESSETH

WHEREAS, the firm identified as the ENGINEER to the Agreement dated July 14, 2011, and amended on January 26, 2012, has proposed a change, identified as Attachment "A" to the Original Agreement. This modification delineates a change to encompass professional fees for extension of the Washington Streetscape project approximately 500 feet north of the Monroe Street intersection and changes to traffic and pedestrian signalization at the Holmes Avenue, Clinton Street and Monroe Street intersections.

WHEREAS, the Owner desires that the contract drawings be altered to be consistent with Attachment "A" hereto.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Owner and the ENGINEER agree to the following modifications to the agreement:

1. Land Design Solutions, Inc. will provide for extension of the Washington Streetscape project and changes to traffic and pedestrian signalization at the Holmes Avenue, Clinton Street and Monroe Street intersections at a lump sum total contract amount of TWENTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-NINE AND .85/100 DOLLARS (\$27,589.85). There are an additional fifteen (15) calendar days added to contract completion. New end date: April 17, 2012.

President of the City Council of the City of
Huntsville, AL
Date: April 12, 2012

2. Item #1 shall be performed in accordance with the original agreement dated July 14, 2011, and approved by the City Council by Resolution No. 11-498, and as described in the letter from Mike Donnelly to Shane Davis, dated March 3, 2012, shown as Attachment "A".
3. The terms of this contract modification and the execution thereof is not in any way to be viewed as a waiver on the part of the Owner of any of its rights pursuant to the Contract as modified previously.
4. All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of the said municipality in accordance with his duly constituted authority.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle
Its Mayor

ATTEST:

Charles E. Hagood
City Clerk-Treasurer

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and City Clerk-Treasurer of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____ day of _____ 2012.

Notary Public
My Commission Expires: _____

ENGINEER: LAND DESIGN
SOLUTIONS, INC.

By: Mike Donnelly
Mike Donnelly

ATTEST:

Mary A. Hollingsworth

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Mike Donnelly, as President, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer, executed the same with full authority for and as the act of said Corporation on the day the same bears day.

GIVEN under my hand and official seal this the 20th day of March, 2012.



Penelope W. Kelly
Notary Public
My Commission Expires: 3-28-15

ATTACHMENT "A"

Land Design Solutions, Inc.
6996 LINDA STREET
HUNTSVILLE, AL 35811

Email: mike.donnelly@mchsi.com
Voice: 256.714.1470

March 3, 2012
Mr. Shane Davis
Engineering Division
City of Huntsville
308 Fountain Circle
Huntsville, AL 35802



RE: Project Number 65-11-SP26
Holmes Avenue and Washington Street
Streetscape Improvements.
Additional Work Proposal.

Dear Shane,

Following is our proposal for providing additional services. It is our understanding the City of Huntsville would like to extend the design services of Washington Street Streetscape improvements from the south side of the Monroe Street Intersection approximately 500' north and encompass a part of the Veterans Memorial Park (see attachment). Also included as additional services, are changes to traffic signalization at the Holmes Avenue, Clinton Street and Monroe Street Intersections. Land Design Solutions will utilize the services of Smith Engineering for a topographic survey of the additional project area, Skipper Consulting will provide engineering services for signalization changes of the intersections and Geo Solutions will provide geotechnical services.

PROPOSAL

TASK 1: TOPOGRAPHIC and PARTIAL BOUNDARY SURVEY

Smith Engineering will perform a topographic survey of additional project area showing surface features and apparent existing utilities, with contours at one foot contour interval. Included is a partial boundary survey by Smith Engineering to establish existing Right-of-Way along street frontage.

TASK 2: STREETSCAPE PLANS

Land Design Solutions and consultants shall develop Demolition, Erosion Control, Grading, Storm Drainage, Layout, Lighting, signalization plans, Landscaping and Irrigation Plans with associated details and specifications for owner's use in obtaining bids.

FEES:

Smith Engineering Co., Inc.:	\$3,340.00
Skipper Consulting, Inc.:	\$14,817.00
Geo Solutions, L.L.C.:	<u>\$4,500.00</u>
Subtotal:	\$ 22,657.00
5% Administration Fee:	\$1,132.85

Land Design Solutions, Inc.: \$3,800.00

Land Design Solutions and sub-consultants shall perform the above additional work for a lump sum fee of \$27,589.85.

Cordially,


Mike Donnelly, ASLA

RATE SCHEDULE

THE FOLLOWING RATES ARE EFFECTIVE THROUGH THE DURATION OF THE CONTRACT.

FIELD CREW	\$125 AN HOUR
LAND SURVEYOR	\$ 75 AN HOUR
ENGINEER	\$150 AN HOUR
DESIGN ENGINEER	\$ 75 AN HOUR
DESIGN DRAFTSMAN	\$ 65 AN HOUR
DRAFTSMAN	\$ 45 AN HOUR
INSPECTOR	\$ 75 AN HOUR
LANDSCAPE ARCHITECT	\$ 90 AN HOUR

Washington Street Streetscape
Traffic Signal Design
Huntsville, Alabama

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
Between
Land Design Solutions, Inc. and Skipper Consulting, Inc

This Agreement is made by and between **Land Design Solutions, Inc. ("Client")**, doing business at 6996 Linda Street, Huntsville, Alabama 35811 and **Skipper Consulting, Inc. ("Consultant")**, doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

Who agree as follows: Client requires professional traffic engineering services to undertake traffic signal designs for three (3) intersections on Washington Street in Huntsville, Alabama. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The Client and Consultant agree this agreement, together with Exhibit A referred to herein; constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this agreement:

SEE EXHIBIT "A"

2. CLIENT'S RESPONSIBILITIES: Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. COMPENSATION, BILLING, PAYMENT, AND PERFORMANCE SCHEDULE: Skipper Consulting Inc. would on behalf of Land Design Solutions, Inc., undertake the work outlined in Exhibit "A" for a fixed fee of \$14,817.00 as follows:

<u>Work Task</u>	<u>Fee</u>
Base Price - Traffic Signal Design (Clinton and Holmes)	\$11,113.00
Alternate No. 1 Price - Traffic Signal Design (Monroe)	\$ 3,704.00
Total	\$14,817.00

The costs incurred on this assignment will utilize the fee schedule outlined in Exhibit "B" of this agreement.

The CLIENT would be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in this agreement.

Washington Street Streetscape
Traffic Signal Design
Huntsville, Alabama

Professional Services Agreement

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1 and/or Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this Agreement or submit a proposal for the additional work.

If for any reason, payment for invoices reaches more than 15 days past the due date, the Consultant shall have the right to stop work on the assignment until such payment is made. All past due invoices shall accrue interest at the rate of 1.5% per month. The Consultant will not be liable for any delays to project schedules caused for such work stoppage. Furthermore, should the Consultant be required to take legal action including, but not limited to, suit to collect for services, the client shall be responsible for all costs and reasonable attorney fees in the collection of all amounts due for services rendered under this Agreement, or any amendment hereto.

4. STANDARD TERMS AND CONDITIONS

Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

Consultant's relationship to Client shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with, Client's contract with the consultant.

The Client shall, without limit, have final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval shall not be withheld unreasonably.

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

This agreement may be terminated by either party upon 10 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due.

The Consultant agrees to furnish consulting services only, as may be required for any and all of Client's work. Consultant shall be responsible for coordination of his work with that of Client.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Washington Street Streetscape
Traffic Signal Design
Huntsville, Alabama

Professional Services Agreement

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to Client upon request.

To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

Client shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the Client's risk.

No employee or agent of the Consultant shall have individual liability to the Client.

The persons signing this agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

APPROVED FOR CLIENT

By: Mike DonnellyPrinted Name: MIKE DONNELLYTitle: Pres.Date: 3-8-12

APPROVED FOR SKIPPER Consulting, Inc.

By: Darrell B. SkipperPrinted Name: Darrell B. SkipperTitle: PresidentDate: 3/1/12

Washington Street Streetscape
Traffic Signal Design
Huntsville, Alabama

Professional Services Agreement

Exhibit "A"
Scope of Work
Traffic Signal Design
Washington Street Streetscape
Huntsville, Alabama

Traffic Signal Design

Base Price

Intersections which are included in the base price proposal are as follows:

- Washington Street at Holmes Avenue
- Washington Street at Clinton Avenue

The Consultant would initiate the design portion of this project by attending a kick-off meeting to discuss the parameters of the signal design with the City of Huntsville. Following these discussions, signal designs would be undertaken for the two base price study locations. It is assumed that base mapping of existing and proposed conditions will be provided by the Client. This base mapping should include roadway geometric features, striping, underground and overhead utilities, storm drainage, right of way, and easements and shall be provided in either AutoCAD or Microstation format.

Design efforts for the project will be undertaken using procedures and specifications consistent with the latest specifications as provided by the City. Design efforts would include:

- Preparation of a traffic signal construction note sheet
- Preparation of a traffic signal construction legend sheet
- Preparation of a traffic signal quantities sheet
- Preparation of two traffic signal plans
- Preparation of specialized details for traffic signal construction
- Preparation of a construction cost estimate
- Submittal of plans for 30%, 60% and 90% reviews
- Attendance at one plan review meeting after the 90% plan submittal
- Submittal of final plans
- Review of equipment submittals.

In general, the scope of work for the signal designs shall be to upgrade existing traffic signal installations. Upgrade efforts will include providing pedestal mounted signal head indications and providing all new pedestal poles and pedestrian signal head indications.

The Consultant shall provide up to six (6) sets of paper copies for each plan review. Electronic files shall be provided as requested by the Client, in .pdf and either AutoCAD or Microstation format. Electronic files and paper copies of the estimate shall be provided with each plan review.

Alternate No. 1 Price

Intersections which are included in the base price proposal are as follows:

- Washington Street at Monroe Avenue

Washington Street Streetscape
Traffic Signal Design
Huntsville, Alabama

Professional Services Agreement

Design efforts for the project will be undertaken using procedures and specifications consistent with the latest specifications as provided by the City. Design efforts would include:

- Modifications to the traffic signal quantities sheet
- Preparation of one traffic signal plan
- Modifications to the construction cost estimate

In general, the scope of work for the signal designs shall be to upgrade existing traffic signal installations. Upgrade efforts will include reuse of existing poles and mast arms and providing all new pedestal poles and pedestrian signal head indications.

Items Specifically Excluded from the Scope of Work

All work tasks which are not included in the scope are excluded. Work tasks which are specifically excluded include, but are not limited to, the following:

- Surveying
- Geotechnical investigation
- Pole design
- Pole foundation design

2/28/2012

City of Huntsville Engineering Division


9:17 AM

Project No.	
Project Name	Washington Street Streetscape
Description	from Randolph Avenue to Monroe Street
Scope of Work	Traffic Signal Design
Project Length	0.27 miles
C.O.H. Project Engineer	
Engineering Consultant	Skipper Consulting Inc.

GRAND TOTAL OF FEE PROPOSAL

	Labor Cost	Out-of-pocket Expenses	Fee
Corridor Study	\$0.00	\$0.00	\$0.00
Field Surveys	\$0.00	\$0.00	\$0.00
Preliminary Roadway Plans	\$0.00	\$0.00	\$0.00
Preliminary Bridge Plans	\$0.00	\$0.00	\$0.00
Right-of-Way Map, Tract Sketches and Deeds	\$0.00	\$0.00	\$0.00
Roadway Plans	\$14,400.00	\$416.55	\$14,816.55
Bridge Plans	\$0.00	\$0.00	\$0.00
Drainage Plans	\$0.00	\$0.00	\$0.00
Sanitary Sewer Plans	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
SUB-TOTAL	\$14,400.00	\$416.55	\$14,816.55
GRAND TOTAL FEE			\$14,817

LABOR RATES	Effective Time Period	
Classification	Hourly Rate	Assigned Personnel
Project Engineer	\$170.00	Darrell Skipper PE
Environmental Scientist		
Design Engineer	\$125.00	Richard Caudle
Engineer Tech. / CADD	\$65.00	Ty Cosby
Clerical	\$35.00	Anita Osborn
PLS		
Survey Crew		


Signed

2/28/2012
Date

President

Position/Title

Project No.							
Project Name Washington Street Streetscape							
Description from Randolph Avenue to Monroe Street							
Scope of Work Traffic Signal Design							
Project Length 0.27 miles							
C.O.H. Project Engineer							
Engineering Consultant Skipper Consulting Inc.							
ROADWAY PLANS	# OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
SHEET TITLE							
TITLE SHEET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INDEX SHEET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET	1.00	0.00	0.00	0.25	0.25	0.25	0.25
PLANS LEGEND	1.00	0.00	0.00	0.25	0.25	0.25	0.25
TYPICAL SECTIONS							
Main Roadway	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cross Roads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Detour & Misc.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET							
Main Summary	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUMMARY BOX SHEETS							
Roadway Pipe	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Guardrail	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Base & Pavement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bridge	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Curb & Gutter	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Slope Paving (Ditches)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ditch Summary	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	1.00	0.00	0.00	0.50	0.50	0.50	0.50
Erosion Control	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS		# OF SHEETS	ESTIMATED MAN-DAYS					
			Project Engineer		Design Engineer		Engineer Tech. / CADD	
			DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
SHEET TITLE								
PLAN & PROFILE								
Main Roadway	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Detours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retaining Walls	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PAVING LAYOUT								
Main Roadway	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Intersections	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTERCHANGES								
Geometrics	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL								
Sequence of Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Summary & notes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signing Layout	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Drawings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STRIPING & SIGNING								
Signing, Striping & Pavement Markers Layout	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION								
Signal Layout (1 per site)	3.00	0.00	0.00	2.00	6.00	1.50	4.50	
Traffic Analysis	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Details	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UTILITY SHEETS								
Utility Sheets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS								
Pipe&Culvert X-Sect./Profiles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LIGHTING								
Plan Layout	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL								

2/28/2012

City of Huntsville Engineering Division

9:17 AM

ROADWAY PLANS	# OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
Erosion Control Layout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Erosion Control Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS							
Main Roadway	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL	7.00		0.00		8.00		6.50
REVIEW MEETINGS							
Design Criteria/Kickoff			0.00		0.50		0.00
30% Review			0.00		0.00		0.00
60% Review			0.00		0.00		0.00
90% Review			0.00		1.00		1.00
Stormwater Permits			0.00		0.00		0.00
Drainage Report			0.00		0.00		0.00
Cost Estimates			0.00		1.00		0.00
Design Hearing			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
SUB-TOTAL			0.00		2.50		1.00
TOTAL MAN-DAYS			0.00		10.50		7.50

2/28/2012

City of Huntsville Engineering Division

9:18 AM

Project No.			
Project Name Washington Street Streetscape			
Description from Randolph Avenue to Monroe Street			
Scope of Work Traffic Signal Design			
Project Length 0.27 miles			
C.O.H. Project Engineer			
Engineering Consultant Skipper Consulting Inc.			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	0.00	\$ 1,360.00	\$ -
Design Engineer	10.50	\$ 1,000.00	\$ 10,500.00
Engineer Tech. / CADD	7.50	\$ 520.00	\$ 3,900.00
Clerical	0.00	\$ 280.00	\$ -
Sub-Total			\$ 14,400.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ -
TOTAL LABOR			\$ 14,400.00

2/28/2012

City of Huntsville Engineering Division

9:18 AM

Project No.	
Project Name	Washington Street Streetscape
Description	from Randolph Avenue to Monroe Street
Scope of Work	Traffic Signal Design
Project Length	0.27 miles
C.O.H. Project Engineer	
Engineering Consultant	Skipper Consulting Inc.
Out-of-pocket Expenses (Roadway Plans)	

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets per Set	Total Sheets	Cost per Sheet	Total
30% plans	6	7	42	\$ 0.20	\$ 8.40
60% plans	6	7	42	\$ 0.20	\$ 8.40
90% plans	6	7	42	\$ 0.20	\$ 8.40
final plans	6	7	42	\$ 0.20	\$ 8.40
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction C					\$ 33.60

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
travel expenses - 3 round trips Huntsville-Birmingham	\$ 382.95

Total Out-of-pocket Expenses **\$ 416.55**

Comments:

GEO SOLUTIONS, L.L.C.

Geotechnical Engineering and Materials Testing Services

March 2, 2012

Land Design Solutions, Inc.
6996 Linda Street
Huntsville, Alabama 35811

Attention: Mr. Mike Donnelly, ASLA

Subject: Proposal for Geotechnical Consulting Services
Proposed Washington Street, Street Scape Improvements
Randolph Street to Monroe Street
Huntsville, Alabama
Proposal No.: G-12-027

Dear Mr. Donnelly:

As requested by you, we are pleased to submit a proposal for geotechnical consulting services on the subject project. To aid in the preparation of this proposal we have reviewed a site plan provided to us and discussed the project with you. This proposal presents a recommended scope of services, fee consideration and schedule to complete the proposed services.

Proposed Improvements

The proposed improvements will include the following:

- New concrete paver crosswalks at the Washington Street intersections with Holmes Avenue and Clinton Street. The preliminary section includes precast pavers, $\frac{3}{4}$ " sand setting bed and a concrete sub slab.
- Concrete center slab pavement section at the above intersections.
- New traffic signal poles (10' pole height) and pedestrian signal poles (8' pole height).

Scope of Services

Based on our understanding of the proposed improvements the following services are proposed:

- Review of available geologic literature including published geologic literature and previous geotechnical reports, if available.

Washington Street, Street Scope Improvements
Proposal No.: G-12-027

March 2, 2012
Page 2

- Subsurface exploration consisting of the excavation, logging and sampling of a total of 8 soil test borings at selected pole locations and 2 at the intersections to receive pavers and the center concrete slab. Borings will be drilled to a depth of 10 feet each and will include Standard Penetration Tests at selected intervals. Subsequent to drilling, the borings will be back filled with auger cuttings and patched.
- Four pavement cores along the subject section of Washington Street to determine asphalt pavement and base thicknesses.
- Provide traffic control as necessary during drilling and coring activities.
- Laboratory testing will include moisture content determinations and Atterberg Limits tests.
- Compilation and analysis of the field and laboratory data
- Preparation of a geotechnical engineering report. The report will address the following:
 - Site preparation requirements in the proposed paver and center slab areas;
 - Anticipated undercutting requirements;
 - Anticipated excavation conditions;
 - Fill material requirements and compaction criteria;
 - Paver and slab subgrade preparation recommendations;
 - Design criteria and a recommended foundation type for the proposed new traffic signal and pedestrian signal poles; and
 - Other pertinent discussions and recommendations relative to the proposed development.
- Preparation of foundation details for the proposed traffic signal and pedestrian signal poles. Details will include foundation dimensions, reinforcing steel and general notes.

Estimated Fee

Our fee for the services proposed will be on a lump sum basis. Based on the scope of work proposed our fee will be \$4,500.00. This fee is based on the site being fully accessible to our personnel, a truck mounted drill rig can access the site and that favorable conditions will be encountered. In addition, we will require that traffic signal and pedestrian signal poles be located and marked in the field prior to our field work. If unfavorable conditions are encountered, modifications to the proposed scope may be required. However, no additional work will be performed without first contacting you and receiving your authorization to perform the additional services.

Washington Street, Street Scope Improvements
Proposal No.: G-12-027

March 2, 2012
Page 3

Schedule

Based on our current schedule, we anticipate we can begin field services within 5 days of receiving authorization to proceed. Poor weather will impact the mobilization schedule. Fieldwork is expected to take one day. A written report and foundation details should be completed for review, approximately 10 to 14 days after completion of fieldwork.

Proposal Authorization

If you agree to the terms of this proposal, please complete execute the enclosed Proposal Authorization Sheet, including the section entitled "Payment instructions".

Closing

We appreciate the opportunity to present this proposal to you. If you have any questions regarding our proposed scope, please call.

Respectfully submitted,

GEO Solutions, L.L.C.



William T. Kennard, P.E.
Partner

Distribution: (1) Addressee

Attachment: Proposal Authorization Sheet
Terms and Conditions

SMITH ENGINEERING CO., INC.

8624 Memorial Parkway S.W.

Huntsville, AL 35802

(256) 539-9426 • FAX: (256) 539-9428

CIVIL ENGINEERING

LAND SURVEYING

March 1, 2012

Mr. Mike Donnelly
6996 Linda Street
Huntsville, AL 35811

RE: Additional Topo for Washington Street Streetscape

Dear Mike:

Smith Engineering will provide a topographic survey and civil engineering services for the above streetscape project (per supplied sketch) on a time basis not to exceed \$3,340.00.

The projected man-hours are as follows:

Survey Field Crew	
16 hours at \$125 an hour	\$2,000.00
Land Surveyor	
4 hours at \$75 an hour	\$ 300.00
Design Draftsman	
16 hours at \$65 an hour	<u>\$1,040.00</u>
	\$3,340.00

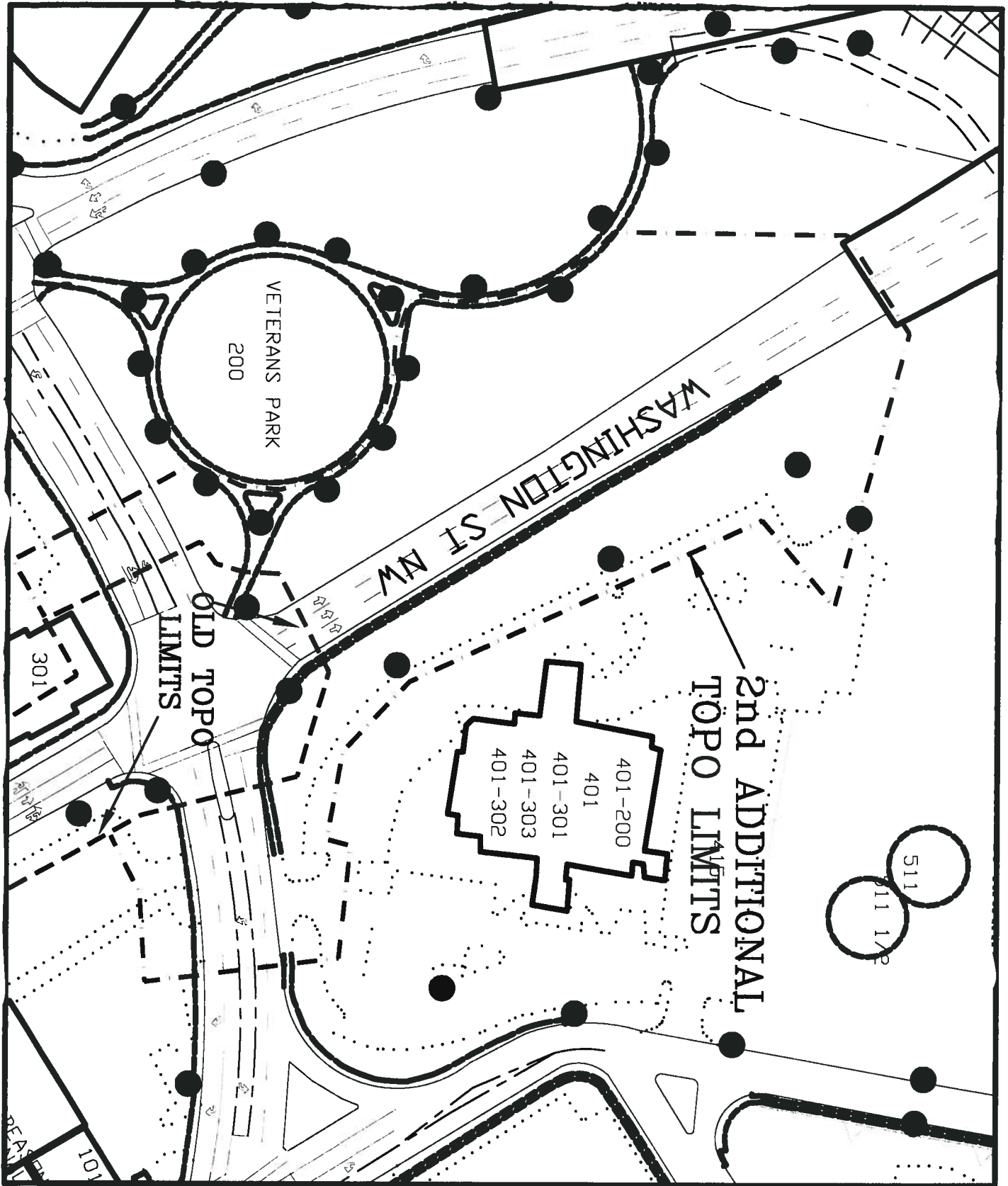
The attached hourly rates are effective through the duration of the contract.

Sincerely,

SMITH ENGINEERING CO., INC.



BILLY H. SMITH, PE



PLAN VIEW OF ADDITIONAL TOPO LIMITS

SCALE: 1"=100'

DATE: 3-1-2012

Contractor's E-Verify Clause and Affidavit

Effective January 1, 2012, this notice shall be included in all contracts awarded for labor, supplies, or services for the City of Huntsville, Alabama.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. The original affidavit for your business entity must be returned to the City of Huntsville, the affidavit for the subcontractors should be kept on file in your office, and be made available to the city if requested.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Alabama

County of Madison

Before me, a notary public, personally appeared Michael Donnelly (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT (state position) for LAND DESIGN SOLUTIONS, INC. (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Mike Donnelly Signature of Affiant

Sworn to and subscribed before me this 13 day of March, 2012.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

[Signature] Signature and Seal of Notary Public



Company ID Number: 485316

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Land Design Solutions, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 485316

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



Company ID Number: 485316

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



Company ID Number: 485316

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



Company ID Number: 485316

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



Company ID Number: 485316

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Land Design Solutions, Inc.	
Mike Donnelly	
Name (Please Type or Print)	Title
Electronically Signed	01/06/2012
Signature	Date
Department of Homeland Security - Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/06/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Land Design Solutions, Inc.
Company Facility Address:	6996 Linda Street
	Huntsville, AL 35811
Company Alternate Address:	
County or Parish:	MADISON
Employer Identification Number:	272177547



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North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
<p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <ul style="list-style-type: none"> • ALABAMA 1 site(s) 	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Mike A Donnelly	Fax Number:
Telephone Number:	(256) 714 - 1470	
E-mail Address:	mike.donnelly@mchsl.com	